

**INVITATION  
TO  
BID**

Notice is hereby given that sealed bids will be received by the Lower Alloway's Creek Township, CFO for "HVAC Services" in accordance with specifications and general conditions which may be obtained from the CFO's office at 501 Locust Island Rd, Hancocks Bridge, New Jersey, during the hours of 9:00 a.m. and 4:00 p.m or online at [www.lowerallowayscreek-nj.gov](http://www.lowerallowayscreek-nj.gov) under the "Bids" tab.

Each proposal shall be submitted in a sealed envelope with the name and address of the bidder clearly identified on the outside of the envelope together with the notation, "BID FOR HVAC". All bids shall be submitted to the Township's CFO by 2:00 p.m. on August 21, 2013, at the Township Municipal Building located at 501 Locust Island Road, P.O. Box 157, Hancock's Bridge, NJ 08038 at which time the bids will be opened and read aloud.

Each bid shall be accompanied by a bid bond or certified check, payable to Lower Alloways Creek Township in the amount of ten (10%) percent of the total amount bid, not to exceed \$20,000., as a guarantee that if the contract is awarded to said bidder, he will enter into contract therefore.

The successful bidder shall enter into a written contract with Lower Alloway's Creek Township in Accordance with the Invitation to Bid, Specifications, General Conditions and the Award.

The Township reserves the right to reject any and all bids and to waive any informality as the interest of the Township may require. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township's CFO prior to the time set for bid opening.

All bidders must meet equal opportunity requirements of P.L. 1975, C 127, as described in the specifications. All bidders must comply with the provisions of P.L. 1977, C 33. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 and N.J.S.A. 52:32-44.

By order of Lower Alloway's Creek Township.

TOWNSHIP OF  
LOWER ALLOWAYS CREEK  
GENERAL INSTRUCTIONS AND CONDITIONS

1. BID SUBMISSION

Bids shall be returned on the bid form enclosed herein. They shall be returned in sealed envelopes addressed to :

PURCHASING AGENT  
LOWER ALLOWAYS CREEK TWP.  
P.O. BOX 157  
HANCOCKS BRIDGE, NJ 08038

The envelope shall be marked in the lower left quadrant:

Bid for HVAC SERVICES

The Township accepts no liability for bids opened in error due to absence of such notation. The Township is not responsible for loss or destruction of any bids mailed or delivered to the Township purchasing agent prior to the time set for bid opening.

2. BID SECURITY (REQUIRED FOR THIS BID: YES ☒ NO ☐)

When required, a bid bond, cashier's check or certified check, payable to Lower Alloways Creek Township, for the amount of the price bid (not to exceed \$20,000) shall accompany each bid. It shall be subject to forfeit and retention by the Township in lieu of other legal remedies, should a successful bidder fail to execute a contract and provide a performance bond (if required) within ten (10) days after the Township has tendered the contract.

3. PERFORMANCE BOND (REQUIRED FOR THIS BID: YES ☐ NO ☒)

When a performance bond is specified, bidders shall include with their bid a surety company's certificate that it will provide a surety company's certificate that it will provide such a bond if the specified bidder is awarded a contract.

A successful bidder shall when required, furnish such a performance bond in the amount of the contract. Said bond shall be that of an approved company, authorized to transact business in the State of New Jersey.

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#### 4. PUBLIC DISCLOSURE

No corporation or partnership may be awarded a contract for the performance of work or the furnishing of materials or supplies, unless it lists with its bid, or prior thereto, the names and addresses of all stockholders who own ten (10) percent or more of its stock of any class, or all individual partners who own a ten (10) percent or greater interest therein (NJSA 52:24-24.2, PL 1977, Chapter 33).

Failure to supply this information shall be cause for disqualification of a bidder.

#### 5. AWARD OF CONTRACT

Contracts will be awarded to the lowest responsible bidder, but the Township reserves the right to reject any and all bids and to waive any discrepancies therein.

The estimated annual amount of this contract is \$ 25,000.00

#### 6. EXCEPTIONS TO SPECIFICATIONS

Exceptions, if any, to the bid specifications, shall be noted on a separate sheet. The Township or its designated representative shall be sole judge as to the equality of bids as submitted by prospective bidders.

#### 7. QUANTITY

The Township reserves the right to purchase additional units at the unit cost of each as submitted in the bid documents.

#### 8. TIME FOR MAKING AWARDS

The Township shall make contract awards or reject all bids within sixty (60) days after the bid opening.

#### 9. AVAILABILITY OF FUNDS

The continuation of this contract beyond December 31st of each contract year will be contingent upon the availability and certification of funds in the next year's budget.

The Township may cancel this contract at any time upon giving the contractor thirty(30) days written notice.

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## 10. INDEMNIFICATION

Bidders shall agree, if awarded a contract, that they will indemnify and save harmless the Township of Lower Alloways Creek from all suits and actions of every nature and description brought against it, growing out of that contract, or contracts, written or verbal, entered into between the Township and the successful bidder, and further that upon the awarding of the contract in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

## 11. INSURANCE

Vendor to submit proof of the following coverages with their bid:

- A.) Worker's Compensation & Statutory Limits; Employers' Liability - \$100,000 Limits
- B.) General Liability, in a comprehensive form, with a minimum limit of \$500,000 C.S.L.
- C.) Motor Vehicle Liability, in a comprehensive form, with a minimum limit of \$500,000 C.S.L. including:
  - 1.) Owned automobiles
  - 2.) Hired automobiles
  - 3.) Non-owned automobiles

Neither approval by the Township nor failure to disapprove certificates of insurance furnished by the contractor shall release contractor of full responsibility for all liability and casualty claims or losses. Insurance is required as a measure of protection and contractor's liability is not thereby limited.

## 12. AFFIRMATIVE ACTION

Bidders are required to comply with the requirements of P.L. 1975, C 127 (NJAC 17:27).

The contractor and its subcontractors shall furnish reports or other documents to the Affirmative Action Office as may be requested from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to subchapter 10 of the administrative code (NJAC 17:27).

## 13. QUESTIONS

Questions concerning this bid invitation may be directed to the purchasing agent at (609)935-2556.

## 14. WITHDRAWAL OF BIDS

A written request for withdrawal of a bid will be granted if received by the purchasing agent before any bid has been opened.

## 15. TAXES

The Township is exempt from all Federal and State taxes.

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## 16. PAYMENT FOR SERVICES

No bidder will be allowed to offer more than one price on each item though he may feel that he has two or more types/products that will meet specifications. Bidders must determine for themselves which type/product to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected.

## 17. ASSIGNMENT

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the Township of Lower Alloways Creek.

## 18. RETURN OF CONTRACT

Non-performance by the successful bidder, or his failure to execute the contract or meet the performance bond requirements within ten (10) days after the award, may result, at the option of the Township, in his bid security being forfeited to the Township as liquidated damages and not as a penalty.

## 19. DIFFERENCES

Should any differences arise between the contracting parties as to the meaning or intent of these instructions or specifications, the purchasing agent or his designated representative's decision is to be final and conclusive.

## 20. ADDITIONAL CLAIMS

The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or failure to fully acquaint himself with any conditions relating to the contract.

## 21. ORAL INSTRUCTIONS

Neither the Township or its authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquires regarding the intent of these specifications.

### 21A. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Bidders are required to submit a fully endorsed acknowledgement of the receipt of addenda, if any, related to this proposal.

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22. STANDARD CONTRACT

The successful bidder will be required to sign and execute the Township's standard contract.

23. N. J. LAWS

These specifications, instructions to bidders and all accompanying documents, the bid and the contract awarded to the successful bidder shall be construed in accordance with the laws of the State of New Jersey.

24. FAX BIDS

Please be advised that fax transmission of any of the required bid documents will not be acceptable. YOUR BID WILL BE DECLARED NON-RESPONSIVE.

25. PREVAILING WAGES

"The New Jersey Prevailing Wage Act" (P.L. 1963, Chapter 150) is hereby made a part of every contract entered into by the Township of Lower Alloways Creek; except those contracts which are not within the contemplation of the act, and the bidder's signature on this proposal is his guarantee that neither he nor any sub-contractors he might employ to perform the work covered by this proposal are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of the act.

26. INTENT

It is the intent and purpose of these specifications to describe the type of HVAC service as described by the Township of Lower Alloways Creek and to list all requirements necessary for entering into contract for providing the specified service as provided herein and as applicable in the bid document, or as mutually agreed.

The conditions and requirements are intended to be open and non-restrictive for the purpose of obtaining adequate participation of interested vendors, uniformity in the submission of bids and selection of the most responsible vendor.

27. BRAND NAMES

If and wherever in the proposal a brand name, make, name of manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or equality of merchandise only.

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## 27. BRAND NAMES (Con't)

The Township of Lower Alloways Creek does not wish to rule out other competition and equal brands or makes, and therefore, the phrase "or equivalent" is added.

If merchandise other than that specified is bid, it is the bidder's responsibility to name such within his bid and to provide information to the Township that may show said item is equivalent to that specified. The Township shall be the sole judge concerning merits of bids submitted.

## 28. AMERICAN MADE GOODS

Only products manufactured or farmed in the United States of America, wherever available, shall be furnished per this proposal in accordance with the Local Public Contracts Law of 1971, 40A: 11-18.

## 29. PAYMENT

Payment for delivery of said service(s) will be made within seven (7) days following the next regular monthly meeting of the Committee of Lower Alloways Creek subsequent to completion and submission of a voucher and attached invoice to:

Attn: FINANCE DEPT.  
Lower Alloways Creek Township  
P.O. Box 157  
Hancocks Bridge, NJ 08038

on or before the sixth (6th) day of the month after completion of said service.

## 30. CANCELLATION

The Township of Lower Alloways Creek may at any time during the contract terminate this contract by giving fifteen (15) days written notice to the other party of its intentions to do so for non-compliance with the terms and conditions of the agreement.

## 31. VENDOR DATA SHEETS

All prospective bidders must complete and return with their bid the "Vendor Data Sheets" included in the bid package. Vendors must also submit current Public Works Contractor Registration as part of their bid package, and a copy of their New Jersey Business Registration Certificate.

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SPECIFICATIONS FOR  
TOWNSHIP HVAC SERVICE

1. SCOPE OF WORK:

1.1 Complete HVAC service and/or repair to all buildings on the property of the Township of Lower Alloways Creek including furnishing of all labor, material, supplies, parts and equipment, excluding such services as the Township chooses to perform itself.

2. GENERAL:

2.1 Because of the essential life safety aspects of this service contract, bidders shall meet all of the following criteria. Proof of same shall be submitted on the attached "Contractor Data Sheets".

2.2 The importance of maintaining the systems and their components in a safe and satisfactory operating condition requires that the services be performed by a contractor who is regularly engaged with his own personnel in the installation, maintenance and service of all HVAC and ATC systems of the grade and design installed in the Township of Lower Alloways Creek. He shall have been in the service business of this type for at least five (5) years.

2.3 Maintain a twenty-four (24) service capability with sufficient manpower, equipment, and vehicles to assure emergency repair response, and be at job site within one and one-half (1.5) hours of notification, for all interior and exterior repairs. The determination as to which jobs are to be considered emergency jobs shall be made by the Township of Lower Alloways Creek at time of call. Unless agreed upon through mutual consent, the maximum time between requesting service and having the contractor on the jobsite will be four (4) hours. Should this limit be breached, Township will get first available contractor to do required work. Winning bidder must pay any difference his hourly rate and rate charged by first available contractor.

2.4 If contractor is summoned for work outside of regular work hours (7:00 AM to 3:30PM), he shall report directly to Lower Alloways Creek Township Police Department upon arriving and departing from Township property.

ALL WORK DONE UNDER THIS CONTRACT WILL BE INITIATED BY THE  
TOWNSHIP. VENDORS ARE NOT AND WILL NOT BE PERMITTED TO DO ANY  
WORK WITHOUT FIRST BEING CONTACTED BY THE TOWNSHIP SUPERINTENDENT  
OR HIS DESIGNEE !!!!!!!



## 2. GENERAL (CONT.):

2.5 Prospective contractors shall visit the site and completely familiarize themselves with the existing systems and their components in use.

2.6 Work shall be performed during normal working hours. Normal working hours are defined as 7:00 AM to 3:30 PM, Monday through Friday inclusive, excluding holidays. Emergency calls shall be handled as specified in section 3.4.

2.7 Reasonable means of access to the equipment to be serviced or inspected will be provided.

2.8 The contractor shall comply with all state laws, Township ordinances, and all rules and regulations of health, public, and/or other authorities controlling or limiting the methods, the materials to be used, or the actions of those engaged in work of this kind.

2.9 Any labor or material in addition to that described herein, necessary to comply with these laws, rules, ordinances, or regulations shall be performed and furnished by the contractor.

2.10 Prospective bidders are required to visit the site and make a tour and inspection of the areas to be serviced under the terms of this bid request. Additional visits can be arranged, if necessary, at that time with the Township superintendent. The selected vendor shall be required to assume sole responsibility for the complete effort as required in this specification. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions existing at the site.

## 3. HVAC SYSTEMS:

3.1 Contractor must be able to test, examine, adjust, calibrate, and clean all thermostats, humidity controls, temperature controls, pressure controls, valves, relays, motors, fans, compressors, and any other parts and accessories directly pertaining to each particular system or piece of equipment.

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### 3. HVAC SYSTEMS:

3.2 The contractor shall furnish and install all disposable filters, lubricants, painting and cleaning supplies, glycol, refrigerant gas, etc. Clean all permanent filters.

3.3 The contractor shall furnish and install all necessary parts, relays, switch controls, thermostats, automatic valves, limit switches, bolts, etc., to maintain each particular system and its components in proper operating condition.

3.4 All emergency calls other than provided for in rate schedule shall be provided at no additional cost to the Township of Lower Alloways Creek for the time required to determine the problem with the system or equipment. All repair work shall be performed in accordance with Item 3.5.

3.5 The contractor shall furnish the Superintendent of Public Works or his designee, a written report following each emergency call or repair job. This report shall include tasks performed, parts used, time performance, and adjustments required for proper operations.

3.6 All emergency calls shall be responded to with qualified repair personnel present at job site within one and one-half (1.5) hours of Lower Alloways Creek Township's initiation or request.

3.7 The contractor shall perform all services required by this contract in a good and workmanlike manner, and shall furnish all parts and materials and supply all equipment for performance of the work of this contract. The contractors' fee for performance shall be based on the hourly rate as listed on the proposal form as submitted with the contractor's bid. Parts and equipment which are of the contractor's company name shall be sold to the Township at the most recent published net price less discount. The amount of the discount shall be noted on the proposal form, but shall not be included in the determination of lowest bid. Parts and equipment which are not of the contractor's company name shall be sold to the Township at a stated mark-up above the contractor's actual cost of same. Contractors shall submit such documentation as required by the Township Purchasing Agent to verify the said cost.

3.8 During the period of the contract the Township of Lower Alloways Creek reserves the right to add or delete specific services and/or locations at the prevailing contract prices. Contractor will be given seven (7) days notice to effect requested change.

3.9 Any callbacks to fix or correct a repair that had been made within the previous fourteen (14) days shall be done at no cost to the Township.

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#### 4. PROCEDURAL REQUIREMENTS & AMENDMENTS

4.1 Contractor shall comply with all procedural instructions that may be issued from time to time by the Township Committee or their designee.

4.2 During the period of contract, no change is permitted in any of its conditions and specifications unless the contractor receives written approval from the Township Committee or their designee. LOWER ALLOWAYS CREEK TOWNSHIP RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITHIN THIRTY (30) DAYS OF WRITTEN NOTICE TO THE CONTRACTOR.

4.3 Should the contractor find at any time that existing conditions make modification in requirements desirable, he shall promptly report such matter to the Township Committee, or their designee for consideration and decision.

4.4 The contractor is advised that asbestos, P. C. B.'s, and other hazardous substances may be present on Township property. In encountering any such substances, the contractor must advise the Township Safety Director immediately, and comply with all state and federal regulations regarding the handling and disposal of any and all contaminated waste materials.

4.5 The contractor, or his authorized representatives shall meet periodically with the Superintendent of Public Works, or his designee, to discuss the services, and/or make amendments or changes in procedure and operations as may be found necessary.

4.6 There will be a meeting between the successful contractor and the Township Committee, or their designee, prior to the start of the contract. At this time the contractor shall submit a plan of operation to the Township.

4.7 The contractor shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated which apply to the operation herein specified.

4.8 By submitting a proposal, the bidder covenants and agrees that he has satisfied himself, from his own investigation of the condition to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.

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## 5. CONTRACTOR PERSONNEL:

5.1 All personnel shall observe all regulations in effect at the Township. While on Township property employees shall be subject to control of the Township but under no circumstances shall such persons be deemed to be employees of the Township. The contractor or his personnel shall not represent themselves, or be considered as employees of Lower Alloways Creek Township.

5.2 The Township may request the contractor to transfer from the workcrew employees who are found to be incompetent, prone to excessive tardiness, absenteeism or theft.

## 6. TRANSITIONAL PERIOD: . . . . .

6.1 When services are terminated by contract expiration and no new contract exists or has been awarded, it shall be incumbent upon this contractor to continue the service until a new contract can become completely operational. At no time shall this service extend more than sixty (60) days beyond the expiration date of the existing contract. This contractor will be reimbursed for this service at the expiring contract's rate.

## 7. WORK VERIFICATION SHEET:

7.1 Contractor shall: provide a work verification sheet for each visit which shall be signed by the Public Works Superintendent, or his designee, indicating that the work has been performed; observe all mechanical and electrical equipment for normal operation and/or defects; investigate any leaks of water, oil, etc. and report any abnormal conditions immediately. One copy of work sheet shall be left at the building and another copy shall be submitted with the voucher request for payment. Payment will be made monthly for the amount due in accordance with the rate schedule bid.

7.2 Formalization of the plan of protective maintenance for the particular buildings and the method to be followed in submitting work verification sheets will be done at a meeting to be held at the site where designated immediately after award and signing of contract.

## 8. PROTECTION OF OTHER SURFACES:

8.1 Contractor will take adequate precautions to protect all other adjacent surfaces; repair any damage caused as a result of inspection or servicing of equipment.

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## 9. PREVENTIVE MAINTENANCE SCHEDULE

9.1 Contractor will perform the following work as part of this contract on an ongoing service for the Township:

Maintenance on boilers:

- 1.) Check systems operations.
- 2.) Change nozzle and clean nozzle assembly.
- 3.) Replace oil filter.
- 4.) Test boiler with bacharach kit.
- 5.) Inspect flue and clean smoke piping if needed.
- 6.) Inspect control circuits and wiring.
- 7.) Lubricate all motors and bearings.
- 8.) Inspect gas valves.
- 9.) Clean train and burner.
- 10.) Start boiler in fall.
- 11.) Mid-winter inspection.

Maintenance to be performed on heat pumps and air conditioners:

- 1.) Change air filters as needed; cost of filters included.
- 2.) Check systems operations.
- 3.) Inspect refrigeration piping.
- 4.) Check systems freon pressures.
- 5.) Inspect control circuits and wiring.
- 6.) Lubricate all motors and bearings.
- 7.) High pressure wash coils as needed; chemicals included.
- 8.) Inspect thermostats.
- 9.) Start up units in spring. (air conditioners)
- 10.) Start up units in fall. (heat pumps)

After each inspection is completed, a sheet of any recommended repairs is to be forwarded PW Foreman, Lewis Fogg. No repairs are to be made without Township approval.

Prior to sheet with recommended repairs being sent, contractor is to call Lewis Fogg to advise of any emergency repairs, if needed.

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## BUILDING LIST AND SCHEDULE

#1. LEISURE ARMS COMPLEX

Units: Twenty-nine heat pumps; two inspections/year.

#2. COMMUNITY BUILDING

Units: Hot water heater/ boiler/ two air conditioners; three inspections/year.

#3. TOWNSHIP BUILDING

Units: Two boilers (core) / five air conditioners; four inspections/year.

#4. HANCOCKS BRIDGE FIRE STATION

Units: One boiler/ two air conditioners; three inspections/year.

#5. CANTON FIRE STATION.

Units: One boiler/ one attic mounted air conditioner; three inspections/year.

#6. AMBULANCE BUILDING

Units: One boiler/ one inspection/year.

#7. HISTORIC LOG CABIN

Units: One heat pump; two inspections/year.

#8. ROAD DEPT. GARAGE

Units: Two oil hot air heaters; one inspection/year.

#9. SHOP (BUILDING & GROUNDS)

Units: One oil hot air heater; one inspection/year.

#10. BUS GARAGE

Units: One oil heater; one inspection/year.

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**BID PROPOSAL FORM**  
**LOWER ALLOWAYS CREEK HVAC SERVICE**

TO: THE MAYOR AND TOWNSHIP COMMITTEE  
OF LOWER ALLOWAYS CREEK TOWNSHIP

The undersigned, \_\_\_\_\_, hereby declares they  
(name of bidder)

will furnish all labor, materials, supplies, parts, equipment and services to perform the  
Township HVAC Service as herein specified for the term of two years commencing on  
\_\_\_\_\_ October 1, 2013 \_\_\_\_\_, and terminating on \_\_\_\_\_ September 1, 2015 \_\_\_\_\_.

The contract will be based on the lowest base bid as determined by the following  
formula:

.80 x \$ \_\_\_\_\_ /hr (Regular rate) = \$ \_\_\_\_\_ (1)  
.15 x \$ \_\_\_\_\_ /hr (Regular rate) = \$ \_\_\_\_\_ (2)  
.05 x \$ \_\_\_\_\_ /hr (Regular rate) = \$ \_\_\_\_\_ (3)

Blended rate = \_\_\_\_\_ hr (sum of (1), (2) & (3) above)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal ID# or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

PROPOSAL PAGE (Cont'd)

HVAC SERVICES – 10/01/2013 THRU 9/30/2015

(Contract Title & Term, if applicable)

HVAC SERVICES

(Description of goods/services being bid)

The undersigned hereby declares that he has examined the information for vendors and the terms & conditions for HVAC services and proposes to provide same as indicated in this proposal for the following price(s):

Hourly rate (amount in words)

Hourly rate (amount in numbers)

Name of Company

Address

Contact person

Telephone/fax

E-mail address

Bid submitted by

Tax ID #

Signature

Title

Date



**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

Name of Business \_\_\_\_\_

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

\_\_\_\_\_  
(Corporate Seal)

## NON-COLLUSION AFFIDAVIT

State of New Jersey

County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of  
full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

\_\_\_\_\_ relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_

Subscribed and sworn to

before me this day

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Type or print name of affiant under signature)

\_\_\_\_\_  
Notary public of

My Commission expires \_\_\_\_\_

(Seal)

### VENDOR DATA SHEETS

The Bidder states that he has carefully examined the specifications and that he has fully informed himself regarding all conditions pertaining to the work to be done, and that he will furnish all labor and material and assume all responsibilities even though not specifically mentioned but which are necessarily required or reasonably implied to obtain the completed conditions contemplated.

1. The number of years your firm has been performing the specified services:

\_\_\_\_\_

2. The location of your office that will be responsible for managing this contract:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

3. The name and telephone of a responsible individual that can be contacted at all times if service or information is required by the Owner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

4. The name and telephone of references for this type of service rendered by your firm

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

4. The name and telephone of references for this type of service rendered by your firm (con't)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\*\* \*\* \*\* \*\* \*\*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\*\* \*\* \*\* \*\* \* \* \*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\*\* \*\* \*\* \*\* \* \* \*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\*\* \*\* \*\* \*\* \* \* \*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\*\* \*\* \*\* \*\* \* \* \*

6. The Name and telephone numbers of references presently under contract for this type of service are as follows:

Contact Person  
and  
Telephone Number

Company

Length of Contract

Telephone Number

7. Please provide a listing of contracts your firm has lost during the last three (3) years with reason for termination.

Client

Reason Terminated

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

7. Bidder's signature below attests that he is familiar with all aspects of this contract and the equipment to be serviced:

Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Telephone number: \_\_\_\_\_

8. The Bidder hereby verifies that he attended the mandatory Pre-Bid Conference held \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

9. The Bidder hereby acknowledges the receipt of the following issues of Addenda, if any:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Respectfully submitted,

NOTE: If the Bidder is a corporation, the President or other head officer shall sign and affix the corporate seal to be attested to by the Secretary.

\_\_\_\_\_  
Legal Name of Corporation

\_\_\_\_\_  
Business Address

(SEAL)

\_\_\_\_\_  
Signature of President or Other  
Head Officer & Title of Such Officer

ATTEST:  
\_\_\_\_\_  
Signature of Secretary

Date \_\_\_\_\_

-----  
NOTE: If the bidder is an unincorporated firm or partnership, it shall be signed by the firm or partnership name and also by all partners or members of the firm in their individual names.

\_\_\_\_\_  
Legal Name of Firm or Partnership

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Name of Owner or Partner

\_\_\_\_\_  
Name of Owner or Partner

Date \_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

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No Addendum Received

Dated

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Acknowledged for:

\_\_\_\_\_  
(Print or Type Name of Bidder)

By: \_\_\_\_\_  
(Print or Type Name of Authorized Individual)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted By:

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LOWER ALLOWAYS CREEK TOWNSHIP

BID DOCUMENT CHECKLIST\*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	References/Vendor Data Sheets	
<input type="checkbox"/>	Status of Present Contracts	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda	
<input checked="" type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid Bond</i> )	
<input checked="" type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Warranty Statement	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	

\*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.